

STATE OF NEW HAMPSHIRE
PUBLIC EMPLOYEE LABOR RELATIONS BOARD

In the Matter of:

HANOVER EDUCATION ASSOCIATION, NHEA/NEA

and

ORFORD TEACHERS ASSOCIATION, NHEA/NEA

Complainants

v.

DR. HUGH WATSON

In his capacity as Superintendent

and

HANOVER/DRESDEN BOARD OF SCHOOL DIRECTORS

and

ORFORD BOARD OF SCHOOL DIRECTORS

Respondents

CASE NO. T-0231:3

CASE NO. T-0206:5

DECISION NO. 80039

APPEARANCES

Representing the Complainants:

John Fessenden, UniServ Director, NHEA/NEA
Anne Richmond, Esquire, NHEA/NEA
Sylvia Donahue, NHEA/NEA

Representing the Respondents:

Jay C. Boynton, Esquire
Hugh Watson, Superintendent

BACKGROUND

By complaints filed on July 29, 1980, the Hanover Education Association and the Orford Teachers Association (Associations), alleged unfair labor practices on the part of the Hanover/Dresden Board of Directors, Orford Board of School Directors and Dr. Hugh Watson, Superintendent, S.A.U. 22 (SAU 22) for violations of RSA 273-A:5, I(a), (d), (e), (g), (h) and (i) in instituting a unilateral change in the working conditions by changing the individual contracts of teachers.

The complainants allege that by changing the method of termination in the individual contracts, teachers would lose rights previously held; the

new contracts excluded the requirement that teachers be given a reason for termination. They further stated the teachers felt threatened with the loss of their jobs unless the individual contracts were signed.

The hearing conducted on September 25, 1980 considered evidence submitted by all parties and by stipulation of the parties, both cases were heard together.

Evidence produced the fact that the procedural issue was now a matter in arbitration in accordance with the grievance procedure in the existing contracts which contained binding arbitration; however, it was noted that as yet no arbitrator had been selected, and the matter of whether it was grievable was still an issue.

The Associations requested the Board order the SAU 22 return to the original wording in the individual teacher contract which stated:

"The teacher shall be notified in writing on or before March 15 if the Superintendent fails to renominate or the Board fails to reelect the teacher; such notification shall include a statement of reasons."

After an Executive Session of the Board, the following oral decision was given to the parties:

DECISION AND ORDER

1. The Board finds that the action complained about over the language of the individual contracts is a proper subject of negotiations between the parties.
2. The individual Board of School Directors have committed unfair labor practices in violation of RSA 273-A:5, I.
3. The parties are to return to the table and negotiate the language of the contract.

It was noted for the record that Counsel for SAU 22 was not heard on the issue and Counsel's, for the Associations, full arguments were not heard.


EDWARD J. HASELTINE, Chairman

Signed this 30th day of October, 1980.

By unanimous vote: Chairman Haseltine presiding, members Hilliard and Osman present and voting. Also present, Alternate Chairman Craig and Executive Director LeBrun.